

**IN THE UNITED STATES COURT OF APPEALS  
FOR THE FIFTH CIRCUIT**

United States Court of Appeals  
Fifth Circuit

**FILED**

April 17, 2009

---

No. 08-40964  
Summary Calendar

---

Charles R. Fulbruge III  
Clerk

JAMES MARRINAN,

Plaintiff - Appellant

v.

CARNIVAL CORP, doing business as Carnival Cruise Lines Inc;  
Cruise Ship Celebration,

Defendants - Appellees

---

Appeal from the United States District Court  
for the Eastern District of Texas  
USDC 6:06-CV-294

---

Before REAVLEY, WIENER, and PRADO, Circuit Judges.

PER CURIAM:\*

The judgment of the district court is affirmed for these reasons:

1. The contract between the parties was the document given to plaintiff at the boarding of the ship. By signing it, he acknowledged receipt and agreed to its terms. That document included the provision that no claim for personal injury could be made unless

---

\* Pursuant to 5TH CIR. R. 47.5, the court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in 5TH CIR. R. 47.5.4.

No. 08-40964  
Summary Calendar

filed within one year after the date of the injury. Plaintiff alleges an injury on July 17, 2004 but did not file suit until May 30, 2006.

2. Plaintiff took and retained possession of the contract, receiving ample notice of the limitation period. There is no issue of unfairness by the defendant. See *Carnival Cruise Lines, Inc. v. Shute*, 499 U.S. 585, 595 (1991).
3. Whatever complaint plaintiff has for any problem with regaining the deposit before boarding and signing the contract is immaterial to the contractual limitation after it was accepted.

AFFIRMED.